SUPREME COURT OPINIONS.

Fourteen of Them Were Rendered Yesterday Afternoon.

THE BEAR RIVER CANAL CASE

Nine Thousand Dollars Damage in the Hanneman-Karrick Partnership.

Tintic Iron Company Not Negligent—Against the Oregon Short Line—Rio Grande Western Must Pay Frank Lenan for the Loss of His Leg.

The supreme court met at 2 o'clock yesterday afternoon, instead of at 10 a. m., as was intended. It was 2:30 before the judges got down to business, but when they did get under way they dispensed justice in the shape of deferred opinions at a 2:10 gait. All the judges were present, viz: Chief Justice Zane, Associate Justices Miner, Smith and Bartch.

Opinions were rendered in the following cases:

ASSIGNMENT IS VOID.

John O. Smith et al. vs. A. F. Sipperly et al. appellants, appeal from the Third district court. The judgment of the lower court was confirmed. Costs to the respondent. Judge Smith delivered the opinion, Judges Bartch and Miner concurring. The facts in the case were, that Sipperly & Co. made an assignment listing certain individuals as preferred creditors, to-wit: Mrs. Sipperly and Mrs. E. J. Walling, wife and aunt of A. F. Sipperly. The court below declared that the assignment was void, and that decision was affirmed.

THERE WAS NO NEGLIGENCE.

Samuel Bennett, plaintiff and respondent, vs. The Tintic Iron company, defendants and appellants. This was an appeal from a judgment in favor of the plaintiff for $5,000 damages for personal injury sustained by him while in the employ of the defendant, caused by the negligence of the defendant. Judgment reversed on the ground that there was no negligence shown. Justice Smith delivered the opinion, Zane and Miner concurring.

THE INNOCENT THIRD PARTY.

John H. Voorhees vs. Jennie A. Fisher, appellant. This was an action to recover $1,000 and interest on a promissory note, payable to Will R. Swan, and judgment was rendered by the district court in favor of the plaintiff for $1,215, on the ground that although at the time the note was made there was a mortgage on the property for the purchase money of which the note was made and of which mortgage the defendant was ignorant, and she was compelled to redeem the property, the holder was an innocent third party. Judgment was affirmed by Judge Bartch, Zane and Smith concurring.

DAMAGES AFFIRMED.

George Everett vs. the Oregon Short Line & Utah Northern railway appellants. Judge Bartch delivered the opinion. The plaintiff in this case claimed damages for personal injuries received while a passenger on defendant's train at North Salt Lake and the jury found for the plaintiff in the sum of $4,500. The plaintiff was an employee of the company and at the time the accident occurred was travelling in the caboose of the train, having paid his fare therefor. The accident was caused by a collision. The judgment was affirmed, Judge Miner concurring.

NEW TRIAL GRANTED.

Geo. H. Tausey and A. E. De Ricqles, appellants vs. Geo. A. Etzel, David E. Moore, John G. Whester and Joseph Armstrong appeal from Judge Zane's ruling in the Third District court. The action rose upon a verbal contract in regard to the North Star mine. The jury returned a verdict for the plaintiff in the sum of $2,000. The district court granted defendants a new trial, from which order the plaintiffs appealed. The order of the Third district court for a new trial was confirmed by Judge Miner, on the ground of insufficiency of evidence, Bartch and Smith concurring.

FOR THE LOSS OF A LEG.

Frank Leak vs. the Rio Grande Western Railway company, appellant. In this case the plaintiff was a teamster hauling ore from the mines at Bingham canyon, and loading it on cars provided by the defendant at Bingham. That by the breaking loose of five cars and their running down an incline his wagon was run into, and smashed up, and he so injured that it was necessary to amputate his leg above the knee. The plaintiff received a judgment in the court below for $3,370. Defendant made a motion for a new trial, which was overruled on condition that $3,000 be remitted from the judgment, which was done. Thereupon the defendant appealed from the judgment and from the order denying defendant's motion for a new trial. Judge Miner affirmed the judgment of the court below, Judges Bartch and Smith concurring.

THE BEAR LAKE CANAL CASES.

William Garland, appellant, vs. the Bear Lake and River Waterworks and Irrigation company and the Jarvis, Conklin Mortgage and Trust company and Corey Brothers & Co. respondents, suit was originally brought to recover for work done as contractor for the canal company and payment was given in favor of Garland for $89,551.33, the amount due according to the estimates of the company's engineer, and disallowed his Garland's claim for work in excess of the estimates.

A decree was also rendered for Garland against the water and irrigation company for $23,000 and a decree against Garland for a similar amount in favor of the subcontractors. Judge Zane affirmed the decision of the court below, Judge Bartch concurring.

INJUNCTION SHOULD HAVE BEEN GRANTED

Martha Ann Coombs, appellant, vs. Salt Lake & Fort Douglas Railway company. The Third district court granted a decree for $3,399.50 as damage caused to the plaintiff's property on U street, by the construction of said company's track, but denied the injunction prayed for, hence the appeal. The court held that the court below erred in not granting the injunction, and reversed the judgment and remanded the case. Judge Zane delivered the opinion, and Miner and Smith concurred.

ATTORNEYS TAKE NOTICE.

W. S. Henderson vs. Charles W. Higgins, appellant. This was an appeal from a judgment for $246.45 from a commissioner's court. The appellant had perfected his appeal to the Third district court, but had failed to pay the docket fee within the time required by the rules of the court, and the case was dismissed. In deciding, Judge Bartch said: "This court has repeatedly held that the rules of the district court are binding upon parties to the action. It is not sufficient excuse to avoid their effect that attorneys are not familiar with them. It is their business to know them. Judgment is affirmed." Smith and Miner concurred.

A PARTNERSHIP DISPUTE.

Charles L. Hanneman vs. L. C. Karrick et al., appellants, from the Third district court; opinion by Associate Justice Bartch. In this case the plaintiff alleged that he and the defendant entered into partnership to carry on a general mercantile business in this city on Feb. 3, 1880, and the business was continued until 1888, when the defendant took exclusive possession of the partnership books and stock and excluded plaintiff from the premises. The plaintiff further alleged that he was at all times ready and willing to perform his part of the partnership agreement and that the profits of the business for the two years' duration of the partnership was $15,000. Judgment was demanded for $20,000 for damages and that the partnership be dirsolved. It appeared from the contract between the parties that Hanneman had no capital of his own but was loaned $5,000 by Karrick.

The defendant in his answer denied all the material allegations and demanded judgment against Hanneman for $7,000 which he alleged Hanneman owed him.

The action was tried in the first instance before S. A. Merritt as referee who found for the plaintiff in the sum of $12,040.53 which was affirmed by the Third district court and the defendant appealed. Judge Bartch rendered judgment for $9,040.53 with which modification the ruling of the lower court was confirmed. Justice Miner concurring.

MUST PAY FOR HIS CLOTHES.

Joseph Baumgarten vs. Frank Hoffman appellant; appeal from the Third district court. The judgment of the lower court for $20 in favor of plaintiff, alleged to be due for a suit of clothes, was affirmed. Justice Miner delivered the opinion and Bartch and Smith concurred.

COMPENSATION FOR STOCK KILLED.

Ira D. Wines vs. Rio Grande Western Railway company appellant, from the First district court. The judgment in favor of the plaintiff for $832.09 for stock killed by defendant's trains was affirmed. Justice Miner delivered the opinion in the court and the entire bench concurred, the case having been decided by Justice Blackburn.

NOT EARLY ENOUGH.

American Publishing company appellant, vs. the C. E. Mayne company, from the Fourth district court. Judgment of the lower court sustaining defendant's objection to a deposition offered by plaintiffs was reversed on the ground that the objection should have been interposed at an earlier date. Chief Justice Zane delivered the opinion, Bartch and Smith concurred.

DECISION AFFIRMED.

W. L. Coffin vs. James T. McIntosh, appellant from the Fourth district court. In this case Justice Bartch affirmed the decision of the lower court in favor of the plaintiff for $810, Zane and Smith concurring.

Minor Matters.

In the case of Frank Lenke vs. the Rio Grande Western Railway company, appellant, the bond on writ of error to the supreme court was fixed at $20,000.

Simon J. Lonergan et al., appellants, vs. M. H. Buford et al.; clerk ordered to issue remittitur to the district court on a mandate from the Supreme Court of the United States affirming the decision of the territorial supreme court.

William Garland vs. the Bear Lake and River Waterworks and Irrigation company et al.; appeal prayed to the United States Supreme Court upon the fixing of a bond.

In the case of George C. Whitmore a writ of habeas corpus was issued and made returnable at 11 a. m. today.

J. W. Cherry and George W. Armstrong were admitted to practice in the supreme court.

Judgments Entered.

Justice Gee render decision for the plaintiff in the case of S. J. Kenyon vs. Steele & Company et. al. in the sum of $291.65 and $9.25 costs.

Judgment for the plaintiff was entered by default in Justice Gee's court in the case of the Gillet Manufacturing Company vs. William Groesbeck et. al. for $244 and costs.

Probate Court.

There was only one order in the probate court yesterday.

Estate and guardianship of Richard, Henry and Jane Rose Druce, minors; order made setting Tuesday, September 12 at 10 a. m. to hear guardian's annual account.

The Deseret Savings Bank.

The attention of those desiring to open savings accounts is called to the Deseret Savings bank, which allows interest on deposits at the rate of 5 per cent per annum, *compounded quarterly*. Money to loan on approved real estate security. Its officers are as follows:

JAMES T. LITTLE, President.
MOSES THATCHER, Vice-President.
E. A. SMITH, Cashier.

DIRECTORS.

JNO. R. WINDER, J. R. BARNES,
JAMES SHARP, D. H. PERRY,
MOSES THATCHER, J. T. LITTLE,
HENRY DINWOODEY, ELIAS A. SMITH,
E. R. ELDREDGE, W. W. RITER,
J. C. CUTLER, F. W. JENNINGS,
GEORGE ROMNEY.

Always Popular.

If you want to get to Denver, Omaha, Kansas City, Chicago, St. Louis or any eastern point quickly as well as comfortably do not neglect to purchase your tickets via the Rio Grande Western, the Great Scenic Highway through the Rockies—always cool and delightful. The splendid service of the Rio Grande Western and its connections has made it the favorite route to the east. Through fast trains leave Salt Lake at 8:05 a. m. and 7:50 p. m., carrying through Pullman sleeping cars to Denver, Kansas City and Chicago without change or transfer. The night train also carries Tourist sleeping cars to Denver and twice per week to Chicago. Ticket office No. 15 West Second South street.

To the World's Fair.

Save time and avoid the crowd in the city by buying tickets over the "Great Rock Island Route" and stop off at Englewood near the World's fair gate.

Electric line from the "Rock Island" depot directly to the gate. Time, ten minutes. Fare five cents. You can check your baggage to Englewood and avoid trouble and save expense, as Englewood is in the great suburban hotel district near the fair, and you can have your baggage sent to your quarters at once.

Remember, the Chicago, Rock Island & Pacific is the World's fair line for reasons given above. JOHN SEBASTIAN,
General Ticket and Passenger Agent.